



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI 3411P20

Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam

FORWARDING LETTER

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O.UdayanVihar- 781171, Guwahati, ASSAM

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement portal "<https://etender.srm.oilindia.in/iri/portal>" for the following services under **Single Stage TWO BID** system on limited tender basis.

1.0 IFB No.	CGI3411P20
Service Requirement	Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam
Cost of Bid Document	NIL
Bid Security(EMD)	₹5.53 Lakh (Five Lakh Fifty Three Thousand)
Period of Sale of Bid Document/Issue of User ID & Password	As per online data
Bid Closing /Opening Date & Time	As per online data

- 2.0 For participation, the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of GM-Contracts, Contracts section, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.
Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB

In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

"Application IFB No.: CGI3411P20

Description of Services: **"Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam."**

- 2.1 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.
- 2.2 No physical Bid documents will be provided. USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-

mail address provided along with request for bid documents as mentioned in 2.2(i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

3.0 The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE TWO BID System** through its e-Procurement site on limited tender basis.

DESCRIPTION OF WORK/ SERVICE:

Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam

IFB NO:	CGI3411P20
Type of IFB:	Single Stage TWO BID System
Location:	Pipeline Head Quarter, Oil India Ltd, Narangi, Guwahati
Contract Period:	46(Forty six) months from the date of issue of Work order to Building Contractor
Pre-bid conference	As per online data
Mobilisation Period:	NIL from the date of issue of LOA.
Technical Bid Closing/ Opening Date & Time:	As per online data
Price Bid Opening Date & Time:	As per online data
Bid Submission Mode:	Bid should be submitted online in OIL's E-Procurement Portal
Bid Form Submission:	Bid Form Proforma-I to be submitted along with Technical Bid without indicating the price
Bid Opening Place:	Office of the GM-Contracts, Oil India Limited, Guwahati- 781171, Assam
Bid Validity:	120 days from Bid opening Date
Bid Security Amount:	Rs. 5,53,000.00 (Rupees Five lakh Fifty Three Thousand) only.
Amount Of Performance Security:	NIL
Validity of Performance Security:	Not applicable

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No._____dated_____ of_____

Original hard copy of (a) (In case of Bidders submitting Bid Security in the form of Bank Draft/Banker cheque/Bank Guarantee) should reach

the office of CM-CONTRACTS on or before 14.00 Hrs (IST) on the bid closing date or it *can be paid through the online payment Gateway against this Tender*, otherwise Bid will be rejected. A scanned copy of Bid security/EMD invoice(In case of Bid security submitted online) should also be uploaded along with the Un-priced Techno-commercial bid documents.

- 2.0 (a) **SEALED ENVELOPES** containing the **Bid Security, Printed catalogue and Literature**, shall be marked with the above IFB Number and description of work and submitted in the office of :

**GM-CONTRACTS
CONTRACTS SECTION, PHQ
OIL INDIA LIMITED
GUWAHATI- 781171, ASSAM.**

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (In case of Bank Guarantee, the same should be valid for minimum 150 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at Guwahati** or *it can be paid through the online payment Gateway against this Tender*. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

- 2.0 (b) **Exemption from submission of Bid Security:**

- (i) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- (ii) If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.
- (iii) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

- 3.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the GM-Contracts in presence of authorized representative of the bidder.**
- 4.0 All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization] in order to submit bid in system . Please refer "Guideline to Bidder for participating in OIL"
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his/her bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
- 8.3 In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name,

residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.

- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST Registration Certificate.
- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

- 13.0 **BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder as per terms of the Contract within the stipulated time, **Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.**
- 14.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be and the Bid Security shall be forfeited. Also the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of issuance of debarment notice, besides legal action.
- 15.0 **The tender will be governed by:**
Forwarding Letter.
Instruction to Bidders
BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.
Part -I - General Conditions of Contract. (GCC)
Part - II - Schedule of Work, Unit and Quantity (SOQ)
Part - III - Special Conditions of Contract (SCC)
Part-IV- Payment Terms
Part-V-Schedule of company's Plants, Materials and Equipment
Part-VI- Owner's Drawing and Data
Part-VII- Safety Measures (SM)
Part-VIII- Integrity Pact - Applicable for this IFB
Price Bid Format
Proforma and Annexures
- 16.0 **The Integrity Pact is applicable against this tender:**
OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VIII Integrity Pact" of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: Following person has been appointed as Independent External Monitor:

A. SHRI RAJIV MATHUR, IPS (Retd.),
(E-Mail ID: rajivmathur23@gmail.com)

B. SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id: jagmohan.garg@gmail.com

C. Shri Rudhra Gangadharan, IAS (Retd.),
Ex-Secretary, Ministry of Agriculture
(E-mail id : rudhra.gangadharan@gmail.com)

17.0 SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The C.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system . Please refer "Guideline to Bidder for participating in OIL"

18.0 The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidder has to submit the “Un-Priced Techno-Commercial” and “Price-Bid” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall be quoted as specified in the “PRICE BID FORMAT” and to be attached as attachment under the Notes & attachment tab. **The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.**

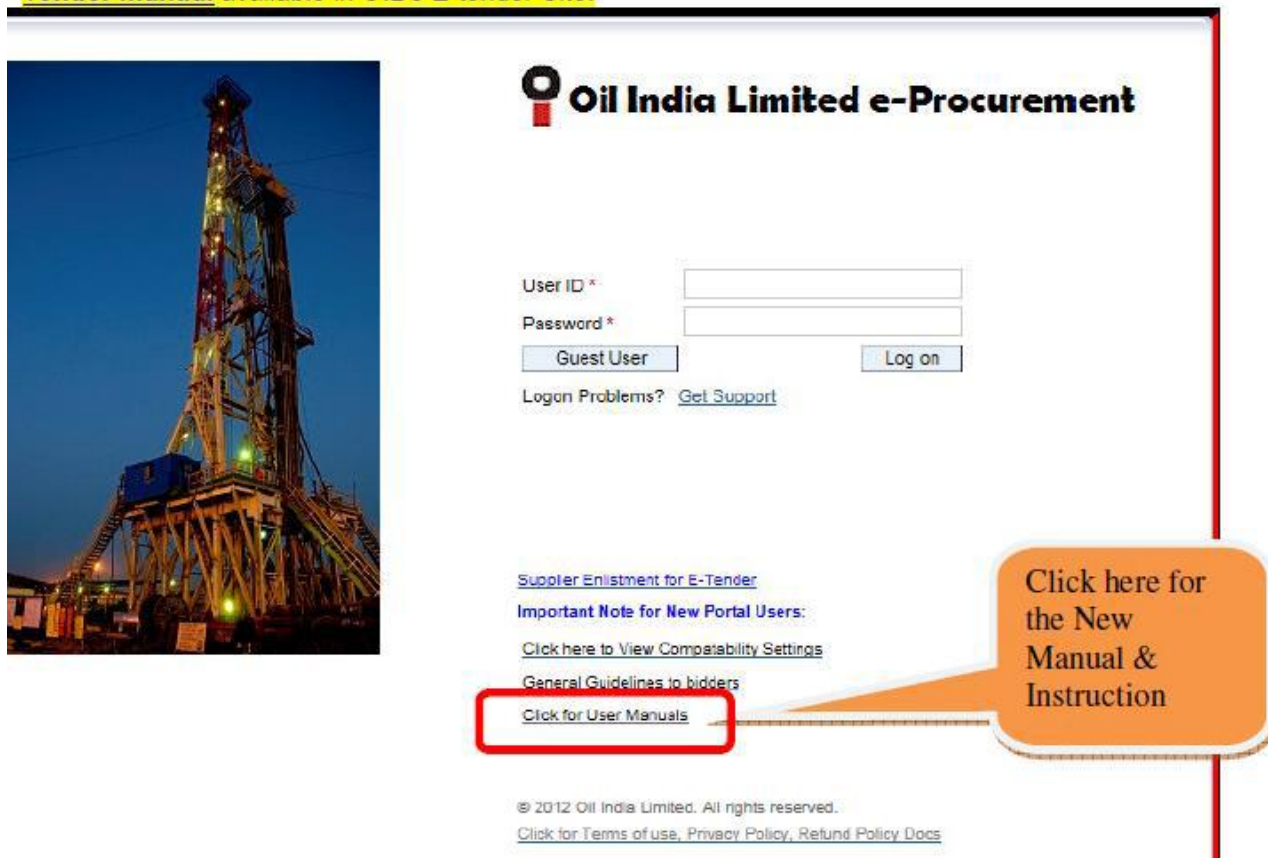
Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

Notes and Attachments	→ Only Price Details Should Be Uploaded
Technical attachments	→ All technical bid documents except price details

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.0.2017)**” available in the login Page of the OIL’s E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL’s E-tender Site:



Oil India Limited e-Procurement

User ID *

Password *

Login Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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Notes :

- * The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details except the prices.
 - ** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 8.0 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

General Manager (Contracts)
for Executive Director (PLS)

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BIDDING DOCUMENTS

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - ~~(vii) The amount of Performance Guarantee~~
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria
- d) General Conditions of Contract (Part-I)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- f) Special Conditions of Contract (Part-III-SCC)
- g) Payment Terms (Part IV)
- h) Schedule of company's Plants, Materials and Equipment -(Part-V)
- i) Owner's Drawing & Data -(Part-VI)
- j) Safety Measures (Part-VII-SM)
- k) Integrity Pact- (Part-VIII)
- l) Price Bid Format
- m) Proforma & Annexure.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS :

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

- 5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 120 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the

cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

11.3 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 **EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

16.0 **BID OPENING AND EVALUATION:**

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**
- 16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

- 16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.0 **EVALUATION AND COMPARISON OF BIDS:**
- 17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 17.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.
- 18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

OIL will award the Contract to the successful Bidder whose bid has been determined as the bidder obtaining highest mark in the evaluation process of both the technical bid (concept design) and commercial bid combined together as explained in succeeding para.

20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without there by incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

21.0 NOTIFICATION OF AWARD:

- 21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

- 22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 22.2 Within 2(Two) Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 APPROPRIATE ACTION AGAINST DEFAULTING BIDDERS / CONTRACTOR UNDER BANNING POLICY OF OIL.

In case of corrupt, fraudulent, collusive and coercive practice by the bidder/ contractor in respect of the subject tender/contract, as well as non-compliance / non-performance in respect of certain provisions of tender document/contract, the bidder / contractor shall be dealt as per the Banning Policy (available in OIL's website: www.oil-india.com) of Company.

FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website: www.oil-india.com) of Company. Undertaking of authenticity of information/documents submitted as per Proforma-VIII should be submitted along with the technical bids.

24.0 BID DOCUMENT:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

25.0 **MOBILIZATION PERIOD: 7 days** from the date of issue of LOA.

26.0 SITE VISIT:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;

- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

27.0 Pre-Bid Meeting/ Conference

1.0 Pre-bid conference will be held on date (REFER ONLINE DATA) at 14:00Hrs (IST) at Conference Hall, OIL Pipeline Headquarters, Noonmati, Guwahati-781171 for the purpose of clarification of points if any, on technical and commercial issues relating to the Bidding Documents. The bidder is requested to submit any query/ clarification on Bidding Documents in writing to reach the Company on or before date (REFER ONLINE DATA) up to 15:30Hrs IST, for the purpose of discussion in pre-bid conference. No further queries/ clarification on bidding documents will be entertained/ accepted by the Company thereafter.

2.0 Bidders are advised to depute their authorized & accredited representative to attend pre-bid conference to take decision across the table.

3.0 Any modification to the Bidding Documents listed in Clause 2.0 above, which may become necessary as a result of the pre-bid meeting, shall be made by the Company available to Bidders pursuant to Clause-4.2 of Instruction To Bidders(ITB) not through the minutes of the pre-bid meeting.

4.0 Non attendance at the pre-bid conference shall not be a cause for disqualification of a bidder.

5.0 Bidders who are seeking business with OIL for the first time are required to submit the following details viz. Name of Company, Address, Telephone Nos., Fax Nos., PAN No., GST No., PF Code No, Bank details etc. as per attached format (under Notes & Attachment) at least ten (10) days in

advance from closing date of bid for creation of Vendor Codes and for issue of User ID and Password.

6.0 The tender document can also be downloaded from OIL website-
<http://etenders.srm.oilindia.in/irj/portal>.

BID EVALUATION CRITERIA (BEC)

BID EVALUATION CRITERIA (BEC):

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

A) TECHNICAL EVALUATION CRITERIA:

1.0 Consultant must meet the following criteria:

1.1 EXPERIENCE

(i) (a) The bidder shall have experience of providing Project Management Consultancy Service (PMC) OR Engineering and Project Management Consultancy (EPMC) OR construction Management for construction of centrally air-conditioned, multi-storied framed building for Commercial / Office / Hotel/ Shopping Mall / Hospital / Institute / IT Park/ Software Park / Airport Terminal etc.

The value of such project/building shall not be less than **Rs.47.30 Crore** (Project Cost)

OR

Having minimum built-up area in superstructure not less than 9500 square metre during last 7 (seven) years prior to the original bid closing date.

(b) Apart from above, bidder shall have experience of having successfully executed one similar PMC / EPMC/Construction management job of either Green Building having GRIHA Rating /OR Rating in LEED / OR Building with Access Control Management or CCTV, EPABX, IT infrastructure along with associated network for voice, data and video, UPS system or Building Management System (BMS) job in the last 7 (seven) years as on the original Bid closing date of this tender irrespective of value of the job successfully completed.

In order to ascertain the same as mentioned above in Para (i)(a) & (b), the bidder shall have to submit necessary documentary evidence in the form of copies of Work Order and/or Contract document along with Completion Certificates. The Work Order and/or Contract Document shall contain detail scope of work in support of Work Experience

(iii) Bid will be rejected if not accompanied with adequate documentary proof(s) in support of experience(s) as mentioned in Para (i)(a) & (b) in the form of -

(a) In case of contractor executing jobs in OIL-copy of Certificate of Completion (COC)/Certificate of Final Payment of jobs successfully completed

during last 7(seven) years as on the original Bid Closing Date, showing gross value of job done.

OR

(b) Copy of Completion Certificate of experience (from the client (s) to whom PMC /EPMC/ Construction Manasgement services were rendered by the bidder) shall be submitted along with the bid in the organizational letter pad of the client (whose job was executed by the bidder) during the last 7(seven) years as on the original Bid Closing date, specifying -

- " Brief description of work
- " Value of the contract
- " Contract period (in months)
- " Actual completion period (in months)
- " Year of completion.

(iv) Job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

1.2 Requisites for the Services offered:

- (i) Any offer which does not include all the jobs / services mentioned in Section-III, (Scope of Work) will be considered as incomplete and rejected.
- (ii) Bids will be rejected if it does not conform to the technical requirements as mentioned in Section-III, (Scope of Work).

B) FINANCIAL EVALUATION CRITERIA:

(i) Annual Financial Turnover : The Annual Financial Turnover of the Bidder in any one of the preceding 3 (three) Financial/Accounting Years from the original Bid Closing Date (BCD) must be equal to or more than **Rs.97.87 Lacs** as per Audited Annual Financial Reports.

(ii) Net Worth: The Financial Net Worth of the bidder must be positive for the Preceding Financial/Accounting Year to be considered from the original Bid closing date.

Note 1 : Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

Note 2 : Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting years will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit

an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2018 have actually not been audited so far'.

Note3:

For proof of Annual Turnover & Net Worth any one of the following documents must be submitted along with the bid :-

a) A certificate issued by a practicing Chartered Cost Account (with Membership Number, UDIN and Firm Registration Number), certifying the Annual Turnover & Net Worth as per format prescribed in Annexure.

OR

(iii) Audited Balance Sheet along with Profit & Loss account.

(iv) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

C) COMMERCIAL - BID SUBMISSION

1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Schedule of Rates uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity will be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the Company (i.e. OIL) before due date of closing. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount and validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.

7.0 Bids submitted after the Bid Closing Date and Time will be rejected.

8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

12.0 Any Bid containing false statement will be rejected.

13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rates under Section - II of Bid Document, otherwise the Bid will be summarily rejected.

14.0 Non-submission of the documents as specified in BEC will result in rejection of bids.

15.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected -

- i) Performance Security
- ii) Force Majeure
- iii) Tax Liabilities
- iv) Arbitration
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated Damage
- vii) Safety & Labour Law
- viii) Termination
- ix) Integrity Pact
- x) Warranty and remedial of defects
- xi) Liability
- xii) Insurance
- xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

17.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

D) PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as per the Evaluation Criteria given below:

1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

2.0 The bidders must quote their Prices in the manner as called for vide Schedule of Rates (SOR) - 1 & 2 under Section - II.

3.0 Bidder needs to mandatorily quote for all the items in the Schedule of Rates (SOR) - 1 & 2 in Section - II else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against the items mentioned in the SOR- 1 & 2.

4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the Price quoted against SOR-1 and 2.

5.0 However, the contract will be awarded for all the items covered under SOR-1 & 2. Payment against SOR-2 shall be made based on actual executed quantities with prior written approval of OIL.

6.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) and will not entertain any correspondence in this regard.

7.0 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.

8.0 Consultant must include all liabilities and taxes including statutory liabilities but excluding Goods and Service Tax (GST) which will be borne by the company (OIL).

9.0 The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section-II.

E) GENERAL:

1.0 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in to-to must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

4.4 PURCHASE PREFERENCE CLAUSE:

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

4.4.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

4.4.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference, subject to bringing down their price to L1.

4.4.3 In case any part of the work is subcontracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of subcontracted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

4.4.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

5.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

6.0. CHECKLIST FOR BEC: This is enclosed as Annexure- A to BEC.

ANNEXURE-A:

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

(To be issued by practicing Chartered / Cost Accountant Firm on their Letter Head)

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statement of M/s. _____ (Name of the bidder) for the last three(03) completed accounting years up to _____ (as the case may be) are correct.

YEAR

TURNOVER(₹)

NETWORTH(₹)

Place:

Date:

Seal:

Membership Code and Registration No.

NOTE:

1. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

2. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) alongwith his unpriced part.

3. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

4. GST quoted above shall be considered for evaluation as per provisions of Bidding Document.

5. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.

A) COMMERCIAL – BID REJECTION CRITERIA

- 1.0 Bids shall be submitted under SINGLE STAGE TWO BID system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Priced Bid as per Schedule of Rates uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this TWO BID system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the Company (i.e. OIL) before due date of closing. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount and validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rate under PART – II of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Non-submission of the documents as specified in BEC will result in rejection of bids.
- 15.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected –
 - i) ~~Performance Security~~
 - ii) Force Majeure
 - iii) Tax Liabilities
 - iv) Arbitration
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated Damage
 - vii) Safety & Labour Law
 - viii) Termination
 - ix) Integrity Pact
 - x) Warranty and remedial of defects
 - xi) Liability
 - xii) Insurance
 - xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.
- 17.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

B) GENERAL:

- 1.0 Bidders should provide copies of the following:
 - (i) GST Registration Certificate,
 - (ii) PAN Card,
 - (iii) Bank A/C NO, Bank Address, with IFSC Code,
 - (iv) Vendor Code (for existing vendors),
 - (v) P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)
- 2.0 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- 3.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 4.0 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BEC-BRC shall prevail.
- 5.0 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.0 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.0 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

C) INTEGRITY PACT:

Bidder shall submit Integrity Pact Proforma / Annexure along with the Technical Bid, duly signed on all pages by same signatory who signed the bid, failing which the offer will summarily be rejected

ANNEXURE-AA:

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

(To be issued by practicing Chartered/Cost Accountant Firm on their Letter Head)

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statement of M/s_____ (Name of the bidder) for the last three(3) completed accounting years up to _____ (as the case may be) are correct.

YEAR	TURNOVER(₹)	NETWORTH(₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

****End of BEC-BRC****

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM

DESCRIPTION OF WORK/SERVICES:-

Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ between OILINDIA LIMITED a Company incorporated under the Companies Act 1956 and having its registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor/ PMC Consultant hereby agrees to carry out the work set down in the Schedule of work which forms **Part-II** of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms **Part-III** of the contract utilizing any materials/services as offered by the Company as per **Part-V** of the contract at Various field installations within the states of Assam, West Bengal & Bihar as per **Part-VI**
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- b) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor /PMC Consultant shall provide all labour, supervision and transport and such specified materials described in **Part-III** of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
3. The Company's Engineer shall have power to:
 - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor/PMC Consultant to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - c) Order the Contractor //PMC Consultant to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
 - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - e) Order deviations in **Part II, III and IV** of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
4. The Contractor /PMC Consultant shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in **Part-II** if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract

particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor/PMC Consultant hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
- i) The Factories Act & Rules
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.
 - iv) The Payment of wages Act, 1963.
 - v) The Payment of Bonus Act, 1965.
 - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
 - vii) Employees Pension Scheme, 1995.
 - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
 - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - x) AGST Act.
 - xi) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor /PMC Consultant shall not make the Company liable to reimburse the Contractor /PMC Consultant for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor/PMC Consultant. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor/PMC Consultant.

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of **Courts situated in Guwahati**

7. The Contractor/PMC Consultant shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
8. The duration of the contract shall be **46 months** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the

liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

OIL's Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.
10. The tendered all-inclusive of Price (the Contract price) except GST is Rs.XXXXXXXXXX **(Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.**

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor/PMC Consultant employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the

rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalized.
13. The Contractor/PMC Consultant will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
14. The Contractor/PMC Consultant shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with Factories Act & Rules. The Company's representative shall not allow/accept those men who are not provided with the same.
15. All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding GST. GST if applicable shall be, to the company's account. However, GST portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor/PMC Consultant on the basis of the documentary evidence.
16. The Contractor/PMC Consultant shall deploy local persons in all works.
17. The Contractor/PMC Consultant shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor/PMC Consultant and his/her workmen shall strictly observe the rules and regulations as per Factories Act & Rules(latest editions).
19. **GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. SPECIAL CONDITIONS

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) /PMC Consultant whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. FORCE MAJEURE:

- 21.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 21.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 21.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen (15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition,

nopayment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

22. TERMINATION:

- 22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.
- 22.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's/PMC Consultant's rights and privileges hereunder, shall stand terminated forthwith.
- 22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor/PMC Consultant in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor/PMC Consultant, if Contractor/PMC Consultant fails to comply with the requisitions contained in the said written notice issued by the Company.
- 22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's/PMC Consultant's rights and /or obligations under this Contract and/or the Contractor's/PMC Consultant's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 22.6 If at any time during the term of this Contract, breakdown of Contractor's/PMC Consultant's equipment results in Contractor's/PMC Consultant being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor/PMC Consultant except for payment for services as per the Contract upto the date of termination including the De-mobilization cost, if any.

23. **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

23.1 Upon termination of this Contract, Contractor/PMC Consultant shall return to Company all of Company's items, which are at the time in Contractor's/PMC Consultant's possession.

23.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor/PMC Consultant shall demobilize their personnel & materials.

24. **SETTLEMENT OF DISPUTES AND ARBITRATION:**

24.1 Arbitration (Applicable for Suppliers/Contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

- a. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 day's notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

- b. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 (Three) Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- c. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g. The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- h. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- j. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

24.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The venue of all arbitrations under both Clauses 24.1 & 24.2 will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

25. **I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

26. **SET OFF CLAUSE:**

Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

27. **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

28. **WARRANTY AND REMEDY OF DEFECTS:**

28.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work. They should comply with the instructions and guidance which Company may give to the Contractor from time to time. For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any Works contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost. **Warranty/ Defect Liability Period shall be 12 Months from the date of completion of the project.**

28.2 Should Company discover at any time **during the execution** of the Contract that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the

services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

29. CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 29.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 29.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 29.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

30. TAXES:

- 30.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 30.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 30.3 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 30.4 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and / or any other information pertaining to the contract, which may be

required to be submitted to the Income Tax authorities at the time of obtaining "No objection Certificate" for releasing payments to the contractor.

- 30.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.
- 30.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 30.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 30.8 ***All local taxes, levies and duties, sales tax, octroi, customs duty, VAT etc. on purchases and sales made by contractor shall be borne by the contractor.***
- 30.9 **GST:**
Quoted price should be **exclusive** of applicable GST. Please also refer **clause 45** onwards.
- 30.10 **CUSTOMS DUTY ON EQUIPMENT:**
- i) Contractor is liable to pay all customs duty, as applicable on the equipment brought to India for executing the works.
 - ii) The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the customs duty chargeable on the equipment, including any deposit payable for such purposes. No adjustment in the Contract Price shall be permissible for any change in duty drawback applicable in respect of equipment and machinery brought to India for use in the project and for re-export of equipment & machinery, on completion of the project.
- 30.11 **CUSTOMS DUTY:**
- The quoted price shall include full customs duties for materials (for permanent incorporation in the work), equipment and plants envisaged to be imported for execution of work.

30.12 IMPORT LICENSE:

The Contractor/PMC Consultant shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Import license shall not be provided by Company.

31. INSURANCE:

31.1 The contractor/PMC Consultant shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.

31.2 Contractor/PMC Consultant shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor/PMC Consultant required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

31.3 Contractor/PMC Consultant shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's/PMC Consultant account.

- 31.4 Any deductible set forth in any of the above insurance shall be borne by Contractor/PMC Consultant.
- 31.5 Contractor/PMC Consultant shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 31.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor/PMC Consultant fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor/PMC Consultant. Should there be a lapse in any insurance required to be carried by Contractor/PMC Consultant for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor/PMC Consultant.
- 31.7 Contractor/PMC Consultant shall require all of their sub-contractor/sub-PMC Consultant to provide such of the foregoing insurance coverage as Contractor/PMC Consultant is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors /sub-PMC Consultant.
- 31.8 All insurance taken out by Contractor/ PMC Consultant or their sub-contractor/ sub-PMC Consultant shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

32. **CHANGES:**

- 32.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor/PMC Consultant shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 32.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor/PMC Consultant shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Part - II**). Upon review of Contractor's/PMC Consultant's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor/PMC Consultant disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve

the dispute in accordance with Clause 24.0 hereunder. Contractor's/PMC Consultant's performance of the work as changed will not prejudice Contractor's/PMC Consultant's request for additional compensation for work performed under the Change Order.

33. **NOTICES:**

33.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

For contractual matters

For Technical matters

General Manager (Contracts)
OIL INDIA LIMITED
PO: UdayanVihar
Assam-781171, India
E-mail: ellora@oilindia.in
Fax No. 91-0361-2643686

DGM(CIVIL)
OIL INDIA LIMITED
PO: UdayanVihar
Assam-781171, India
E-mail: gautamdas@oilindia.in
Fax No. 91-0361-2643686

Contractor

Fax No. :

Email:

33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. **SUBCONTRACTING:**

34.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

35. **MISCELLANEOUS PROVISIONS:**

35.1 Contractor/PMC Consultant shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 35.2 Contractor/PMC Consultant shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 35.3 During the tenure of the Contract, Contractor/PMC Consultant shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor/PMC Consultant shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workman like condition to the satisfaction of the Company and conform to ISO 14001.
- 35.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.
36. **LIABILITY:**
- 36.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors/PMC Consultant, or sub-contractors/Sub-PMC Consultant shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor/PMC Consultant and/or their Contractors/PMC Consultant or sub-contractors/Sub-PMC Consultant, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors/Sub-PMC Consultant. The Contractor/PMC Consultant shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 36.2 Neither Company nor its servants, agents, nominees, assignees, Contractors/PMC Consultant, subcontractors/Sub-PMC Consultants shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor/PMC Consultant and/or of its Contractors/PMC Consultant or sub-contractor/Sub-PMC Consultant irrespective of how such injury, illness or death is caused

and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors/PMC Consultant and sub-contractors/Sub-PMC Consultant. Contractor/PMC Consultant shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 36.3 The Contractor/PMC Consultant hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors/PMC Consultant and subcontractors/Sub-PMC Consultant for loss or damage to the equipment of the Contractor/PMC Consultant and/or its subcontractors/Sub-PMC Consultant when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 36.4 The Contractor/PMC Consultant hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors/PMC Consultant and sub-contractors/Sub-PMC Consultant for injury to, illness or death of any employee of the Contractor/PMC Consultant and of its Contractors/PMC Consultant, sub-contractors/Sub-PMC Consultant and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 36.5 Except as otherwise expressly provided, neither Contractor/PMC Consultant nor its servants, agents, nominees, Contractors/PMC Consultant or sub-contractors/Sub-PMC Consultant shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors/PMC Consultant or sub-contractors/Sub-PMC Consultant, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor//PMC Consultant and/or its servants, agents, nominees, assignees, Contractors/PMC Consultant and sub-contractors/Sub-PMC Consultant. The Company shall protect, defend, indemnify and hold harmless Contractor/PMC Consultant from and against such loss or damage and any suit, claim or expense resulting there from.
- 36.6 Neither Contractor/PMC Consultant nor its servants, agents, nominees, assignees, Contractors/PMC Consultant, subcontractors/Sub-PMC Consultant shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors/PMC Consultant or sub-

contractors/Sub-PMC Consultant irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor/PMC Consultant and/or its servants, agents, nominees, assignees, Contractors/PMC Consultant and sub-contractors/Sub-PMC Consultant. Company shall protect, defend indemnify and hold harmless Contractor/PMC Consultant from and against such liabilities and any suit, claim or expense resulting there from.

36.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor/PMC Consultant and /or its underwriters, servants, agents, nominees, assignees, Contractors/PMC Consultants and subcontractors/Sub-PMC Consultants for loss or damage to the equipment of Company and/or its contractors/PMC Consultant or sub-contractors/Sub-PMC Consultants when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

36.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor/PMC Consultant and/or its underwriters, servants, agents, nominees, assignees, Contractors/PMC Consultant and sub-contractors/PMC Consultants for injury to, illness or death of any employee of the Company and of its Contractors/PMC Consultant, sub-contractors/Sub-PMC Consultants and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

37. **CONSEQUENTIAL DAMAGE:**

37.1 Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

38. **INDEMNITY AGREEMENT:**

38.1 Except as provided hereof Contractor/PMC Consultant agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's/PMC Consultant's employees, agents, contractors/PMC Consultants and sub-contractors/Sub-PMC Consultant or their employees on account of bodily injury or death, or

damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

- 38.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor/PMC Consultant harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors/PMC Consultant and sub-contractors/Sub-PMC Consultant or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

39. **INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by Company or Contractor/PMC Consultant shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

40. **PAYMENT & INVOICING PROCEDURE:**

- 40.1 Company shall pay to Contractor/PMC Consultant, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 40.2 All payments due by Company to Contractor/PMC Consultant shall be made at Contractor's/PMC Consultant's designated bank. All bank charges will be to Contractor's/PMC Consultant's account. Payment will be cleared on monthly basis only.
- 40.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor/PMC Consultant written notice of objection to any item or items the validity of which Company questions.

- 40.4 Contractor/PMC Consultant will submit six sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor/PMC Consultant for foreign currency and Indian Rupee.
- 40.5 Payment of invoices if undisputed shall be made.
- 40.6 The Company shall within 30 days of receipt of the invoice notify Contractor/PMC Consultant of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion.
- 40.7 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's/PMC Consultant's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 40.8 Contractor/PMC Consultant shall maintain complete and correct records of all information on which Contractor's/PMC Consultant's invoices are based up to 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's/PMC Consultant's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor/PMC Consultant to Company and (ii) that Contractor/PMC Consultant is otherwise in compliance with the terms and conditions of this Agreement.

41. **WITH-HOLDING:**

- 41.1 Company may withhold or nullify the whole or any part of the amount due to Contractor/PMC Consultant, after informing the Contractor/PMC Consultant of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :
- a) For non-completion of jobs assigned as per **PART-III.**
 - b) Contractor's/PMC Consultant's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Contractor/PMC Consultant.
 - d) Claims by sub-Contractor/Sub-PMC Consultant of Contractor/PMC Consultant or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor/PMC Consultant.

- e) Failure of Contractor/PMC Consultant to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor/PMC Consultant to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor/PMC Consultant of Company.
- h) All claims against Contractor/PMC Consultant for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor/PMC Consultant to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor/PMC Consultant shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor/PMC Consultant shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor/PMC Consultant, a sum equal to the amount of such unpaid indebtedness.

With-holding will also be affected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor/PMC Consultant which by any law prevalent from time to time to be discharged by Company in the event of Contractor's /PMC Consultant's failure to adhere to such laws. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor/PMC Consultant which is directly/indirectly related to some negligent act or omission on the part of Contractor/PMC Consultant.

42. SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of submission of contractor's/PMC Consultant's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor/PMC Consultant on account of the operation under the Contract, the company/Contractor/PMC Consultant shall reimburse/pay Contractor/PMC Consultant /company for such additional/ reduced costs actually incurred.

43. ROYALTY AND PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

44. WAIVER:

Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor/PMC Consultant of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor/PMC Consultant.

45.0 GOODS AND SERVICES TAX**45.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

45.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

45.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and

Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

45.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

45.4.1 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in **SOR**.

45.5 Where the OIL is entitled to avail the input tax credit of GST:

45.5.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

45.5.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

45.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:

45.6.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

45.6.2 The bids will be evaluated based on total price including **GST**.

45.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

45.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and

manner prescribed under the **GST Act read with GST Invoicing Rules** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

45.9 GST shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

45.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

45.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

45.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

45.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

45.14 The Contractor/PMC Consultant will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

45.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

45.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

45.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

45.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd

45.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

45.20 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears. **The base date for the purpose of applying statutory variation shall be the Bid Opening Date.**

45.21 The contractor/PMC Consultant will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor/PMC Consultant will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

45.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

45.23 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

45.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs

Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

45.25 Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars :

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

45.26 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

45.26.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL.

Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

46.0 APPROPRIATE ACTION AGAINST DEFAULTING BIDDERS / CONTRACTOR UNDER BANNING POLICY OF OIL.

In case of corrupt, fraudulent, collusive and coercive practice by the bidder/contractor in respect of the subject tender/contract, as well as non-compliance / non-performance in respect of certain provisions of tender document/contract, the bidder / contractor shall be dealt as per the Banning Policy (available in OIL's website: www.oil-india.com) of Company.

FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted by the bidder in this regard is attached as Proforma-VIII.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED AND DELIVERED FOR AND
ON BEHALF OF CONTRACTOR

(Signature of Contractor or his legal
Attorney)

_____ by
the hand of _____ its
Partner/Legal Attorney

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date: _____

And in presence of

(Full Name of Signatory)

Date: _____

(Seal of Contractor's Firm)

(Signature of (Witness)

(Full name of Signatory)

Address:

(Signature of Acceptor)

Designation: _____

PART-II-SCHEDULE OF WORK, UNIT & BID EVALUATION CRITERIA**PROFORMA-A****NAME OF WORK:** -----**NAME OF ARCHITECT FIRM/CONSULTANT:**

Sl. No.	Description	Quantity	Unit	Rate	Total amount (In fig.& in words)
1.	Fee for Project Management Fee for Project Management and Consultancy services which includes but not limited to Project Monitoring and Scheduling, Construction management including monitoring / compliance to Green Building (GRIHA norms), Inspection and expediting services, Cost monitoring, Documentation /Drawings, Project closeout etc. as per details given in the Scope of Work of this Bid document	1	LSM		
2	Consultancy charges for out-of-office expenditure Consultancy charges for out-of-office expenditure .	1,300	DAY		

Fee for Project Management and Consultancy services which includes but not limited to Project Monitoring and Scheduling, Construction management including monitoring / compliance to Green Building (GRIHA norms), Inspection and expediting services, Cost monitoring, Documentation /Drawings, Project closeout etc. as per details given in the Scope of Work of this Bid document .

DETAILS OF GOODS AND SERVICES TAX

S.No.	Tax	Ceiling Amount on which the GST is applicable	Rate of GST (%)	Amount of GST
(a)	(b)	(c)	(d)	(e)
1)	GST		_____ %	

NOTE:

1. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

2. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) along with his un-priced part.

3. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

4. GST quoted above shall be considered for evaluation as per provisions of Bidding Document.

5. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.

Notes:

(i) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.**

(ii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)

INDIRECT TAXES/ GST

1. *For the purposes of levy and imposition of GST, the expressions shall have the following meanings:*
 - (a) *GST - means any tax imposed on the supply of goods and/or services under GST Law.*
 - (b) *Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.*
 - (c) *GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.*
2. ***The rates quoted by the bidders shall be inclusive of all taxes, duties and levies.** However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.*
3. *Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.*
4. *Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.*
5. *Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction*

in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

10. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

-Special Conditions of Contract (SCC)**SUB-SECTION – 1****PROJECT DESCRIPTION****1.0 Introduction:**

OIL INDIA LIMITED (OIL), is a Government of India "NAVARATNA" Category Enterprise, engaged in the business of Exploration, Production & Transportation of Crude Oil, Petroleum Products and Natural Gas and Production of LPG in India with participating interest in E&P sector in various overseas projects.

Oil India Ltd (OIL) proposes to construct a six storied (G+5) building for housing OIL Center of Excellence for Energy Studies (CoEES) and Offices of the Pipeline Department at Guwahati on a plot of land within OIL Pipeline Head Quarters (PHQ) Township at Narangi in Guwahati. The building is to be constructed as a landmark Green Building with GRIHA rating and also as a smart building. The structural design and detailing of the proposed six- storied (G+5) CoEES & PHQ Office Building has been carried out by an Architect based in New Delhi. The total area of the plot is around 11000 sqm and the total area of the six- storied (G+5) building is 19,006 Square metre. The coordinates of the center of the above plot is N 26° 10' 10.08" & E 91° 49' 59.74" and at a distance of around 45 km from the airport at Guwahati.

2.0 Project Background & Requirement:

An office space and lab space with modern facilities is required for the officers and staff of both Centre of Excellence and Energy Studies (CoEES) and Pipeline Department at PHQ, Guwahati in order to enhance the productivity and also create a good working atmosphere as well as to shift the existing office of CoEES Department from the present leased office to a permanent office of the company.

A Concept Master Plan for OIL Township Narangi, Guwahati was prepared by SPA, Delhi wherein the proposed site has been earmarked for CoEES and subsequently it was decided to also incorporate the Pipeline Headquarters Offices in the same building.

SUB-SECTION – 2**SCOPE OF WORK OF PMC****1.0 Introduction:**

The Project Management Consultant (PMC) of highly automated aforementioned landmark building of large magnitude is deemed necessary for faster execution of the project in shortest possible time with cost efficiency and constant day to day monitoring. Further, it is proposed to engage a Project Management Consultant (PMC) for co-ordinating different aspects of the building and continuous supervision and monitoring of the construction works to ensure timely completion of the project. This section is to be read in conjunction with above Sub-Section-I. The PMC will be the "Engineer-In charge" for the said Project. The PMC at his own cost, responsibility and risk is encouraged to visit and examine the site of work

and its surroundings, understand the logistics and obtain all information that may be necessary before submitting his bid.

2.0 General Scope of Work:

The scope would include end to end Project Management services including but not limited to - Pre-Construction Management, Construction Management, day to day supervision and monitoring of project site activities, Cost Management, HSE Management, Fire Fighting Management, Quality Management, Interior Design Management, Solar Package Management. Rain Water Harvesting, STP, PHE Package Management, Lift, Land-Scape Management, HVAC, Access Control Management, CCTV, EPABX, IT infrastructure along with associated network for voice, data and video, UPS system, Building Management System (BMS), Implementation of GRIHA recommendation and all other utilities complete from the start of construction till the closure. The role of the PMC will also include project implementation through the contractors by ensuring adherence to the TERI / GRIHA guidelines at all stages of construction and shall also include maintaining necessary logs / documentation required for obtaining GRIHA accreditation. PMC shall have to scrutinize the drawing, specifications, estimates, BOQ, prepared by the principal Architect regarding all the aforementioned services and submit its recommendation/ Value addition as deemed fit. Further, the detailed scope of work of Architect Consultant is enclosed as Annexure-I for ready reference.

The PMC for the job, the consultant shall act as an extension of OIL, always keeping in view OIL's interests and advising/guiding OIL on all important matters and ensure that the project is completed within specified cost and time with quality deliverables. The building is proposed as a Green Building to be registered for obtaining GRIHA Rating from GRIHA Secretariat under MNRE scheme. For this purpose OIL has engaged M/s. TERI as the consultant. The guidelines for obtaining GRIHA accreditation is attached as **Annexure-A** in **Sub Section-2** for reference. The role of the PMC will also include project implementation through the contractors by ensuring adherence to the TERI / GRIHA guidelines at all stages of construction and shall also include maintaining necessary logs / documentation required for obtaining GRIHA accreditation.

The scope of work of the PMC is broadly defined under the following heads however the list is not exclusive / exhaustive. PMC shall also be required to do the works not envisaged herein and specifically mentioned below, but otherwise required for overall completion of the project as a consultancy services, within the quoted price/awarded value of work to PMC.

2.1 Pre-Construction Stage:

2.1.1 Project Planning and Scheduling: As a PMC for the job, the consultant shall act as an extension of OIL, always keeping in view OIL's interests and advising/guiding OIL on all important matters and ensure that the project is completed within specified cost and time with quality deliverables. The PMC shall be responsible for executing the project in line with the Overall Project Schedule provided by OIL as under:

Job	Start Date	End Date	Timeline
Approval of Drawings/Tender Document etc.	Issue of LOA to PMC	Finalizing of Tender document of Construction Contractor	3 Months
Tendering/Ordering	Finalizing of Tender document of Construction Contractor by PMC	Issue of LOA to Construction Contractor	4 Months
Construction	Issue of LOA to Construction Contractor	Completion and Handover of Building in all respect	36 months
Post-Construction/ Project Closure	Completion and Handover of Building in all respect	Project Closeout including submission of documents, drawings etc. and Contract Closure	3 months
TOTAL DURATION OF PMC Contract			46 months

PMC scope shall include but not limited to the preparation and submission of the following:

- a) Analysis and cross checking of Work Breakdown Structures (WBS) submitted by Architect and submit their recommendation.
- b) Engage with agencies of various packages about the appropriateness of OIL's project schedule and to provide the further work implementation schedule of the concerned packages in alignment with the overall Master Project Schedule.
- c) Scrutinize of Tender and construction drawings, design & specifications submitted by consultant Architect.
- d) Scrutinize and submit Cost Estimate & BOQ prepared by Architect for approval.
- e) Prepare and submit the vendor qualification procedure for pre-qualifying the vendors of various materials/packages outsourced by main contractor based on guidelines of OIL.
- f) Checking, Submission and Acceptance of Tender Document.
- g) Finalization of draft LOA, Contract document with all detail specifications.
- h) Monitor delivery schedule of concerned agencies to ensure timelines related to building and utilities.
- i) Establish communication system for systematic project control to achieve Time, Cost and Quality reporting on a regular basis.
- j) Reporting back to OIL's team about any slippage / pending / delayed activities.
- k) Prepare details of construction vehicles, equipment and machinery to be engaged by contractor for achieving desired GRIHA rating conforming to Clause 2(a) Annexure-A of Sub-Section-2.
- l) Prepare detail action plan for implementation of HSE Points for Building Contract enclosed as Annexure-B of Sub-Section-2.

2.1.2 Management of Project: The PMC shall be completely responsible for the entire Project Management wherein they shall be required to work in close coordination with OIL, Architect Consultant and GREEN BUILDING Consultant. For efficient and timely completion of the project the PMC shall be required to:

- (i) Prepare and submit project Consultant Manpower and organization chart to OIL.

- (ii) Establish Communication Procedures in Concurrence with OIL.
- (iii) Establish Procedures for various activities to be performed like Inspection, testing, Delivery.
- (iv) Scrutinize and Refine "Scope of Work" for various packages.
- (v) PMC represented by RCM/Project Manager shall attend Project Review Meeting with OIL monthly and as and when organized by OIL from time to time.
- (vi) Scrutinize and approve Integration of various packages and ensure implementation at site.
- (vii) Coordination with vendors/contractors relating to the procurement of items and execution of the work.
- (viii) Provide timely inputs in terms of materials and corresponding drawings to the contractors for carrying out their activities in consultation with the principal Architect.
- (ix) PMC shall regularly monitor compliance of all Acts and regulations (viz. Factories Act, Mines Act, Minimum Wages Act, Workmen's Compensation Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour Act, EPS, EPF, Workmen Insurance, Labour Clearance etc.) by the Works Contractors
- (x) Provide assistance in settling all commercial issues with all the vendors/contractors till a period of 12 (Twelve) months after the completion of the project.

2.1.3 Drawing Management:

- a) PMC will have to scrutinize drawing and documents submitted by Consultant Architect for its suitability which will include but not limited to Structural, Electrical, HVAC, Fire Fighting, BMS, IT infrastructure, interior design, lift, Land-Scape, Solar package, Rain Water Harvesting, STP, PHE package and all other utilities in the building also suggest additional requirement / drawings if required for complete integration of various packages.
- b) Assist and co-ordinate to get the structural design and drawings "Proof Checked" by appropriate agency selected by OIL
- c) Participate in meetings with the Architect, design agencies, GRIHA consultant and assist in resolving site / drawings issues, if any and provide value addition.

2.1.4 Cost Management:

- a) Check and establish Budget Estimates and Project Costs, as prepared by Architects and Consultants.
- b) Monitor cost performance with reference to the approved project budget.
- c) Refinement of Cost Estimate at every stage of the design development.
- d) Recommendation on any change order (ie Deviations, extra items).

2.1.5 Works Packaging Strategy :

- a) Suggest appropriate work packaging strategy
- b) Prepare and submit the vendor qualification procedure for pre-qualifying the vendors of various materials/packages outsourced by main contractor based on guidelines of OIL.
- c) Scrutinize and check tender documents /contracts as prepared by Architects and other Consultants
- d) Sourcing & Option Analysis & Cost Benefit Analysis of items shortlisted

- e) Take part in negotiations
- f) Assist OIL in award of works.
- g) Drafting of PO/Contracts
- h) Follow up till delivery

2.1.6 Project Monitoring:

(i) Prepare monthly progress reports for the project and provide all assistance to OIL for preparing-MIS reports required by OIL for submission to concerned authorities. Submission of all documents, reports, presentations, queries from Top management needs to be prepared and submitted on time. As a minimum the following information shall be available in the monthly report and certified by RCM/Project Manager.

- a) Project status report
 - b) Progress on Procurement materials
 - c) Progress on Construction work
 - d) Details of Costing
 - e) Status of Quality reporting
 - f) HSE and GRIHA related report
 - g) Status of pending activities along with action plan (Frequency of reporting to be weekly)
 - h) PMC's Manpower deployed for the project as required for execution of various packages.
- (ii) Arrange for a Daily Progress Report (DPR) & Weekly Progress Report (WPR) from Resident Engineer/Site office(s) regarding cumulative progress of works.
- (iii) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources of the Contractor.
- (iv) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- (v) Monitoring of Works contractor's various construction materials delivery & Storage as per GRIHA compliance, and ensure mobilization of additional resources by Works Contractor without any cost implication to make-up for any slippage.
- (vi) Establish cost planning and control system, which is to be submitted to OIL.
- (vii) Prepare project close out report, including performance report of vendors/ contractors.
- (viii) Apart from the above deliverables of PMC, PMC shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.
- (ix) Identify the root causes and suggest remedial measures of the problems/ shortcomings encountered in material delivery and Construction activities.
- (x) PMC shall ensure that all defects and deficiencies in workmanship found during the course of work by the Works contractors shall be rectified by the contractors.
- (xi) Establish a "Check List" and Review all contractual points before taking over from Works Contractor.
- (xii) Ensure of Site Acceptance Testing of all packages.

2.2 Construction Stage:

- i. Administration of Site Team:
 - a) Daily Supervision & Monitoring of project progress
 - b) Guide site team on critical issues
 - c) Conduct independent quality checks
- ii. Quality:
 - a) Inspection of all incoming materials as required for construction of building.
 - b) Ensure proper construction methods are followed
 - c) Co-ordinate setting up of laboratory by Contractor, at site, to conduct field tests as required
 - d) Monitor tests conducted at site and with pre-approved external agencies
 - e) Review all test results and compare with prescribed specifications (relevant ISI codes, BIS norms)
 - f) Construction and installations are as per the design intent
 - g) Ensure right sequence of construction is followed
 - h) Wherever deviations are observed, ensure implementation of corrective actions as advised.
- ii. **Contract Administration:**
 - a) Incorporate Change Management whenever necessary
 - b) Review and Recommend Contractors' claim
 - c) Check conformity of work with items and specifications in contracts
 - d) Check conformity of measurement recorded with conditionality given in contracts
- iv. Store House Management:
 - a) PMC shall ensure proper storage of all materials bought for the execution of the project at site as per the applicable guidelines.
 - b) PMC shall take all necessary action to take up with the concerned contractor at site for proper maintenance of Storage Yard/Site.
- v. **Correctness of Materials Used:**
 - a) Monitor/Review all concrete mix designs proposed and approved laying methods, sampling and testing and ensure implementation
 - b) Verify reinforcement /structural steel detailing as per design specifications etc.
 - c) To check and test the materials used for construction are conforming to GRIHA as well as relevant IS Codes / BIS norms.
- vi. General Management:
 - a) Ensure protection of all completed works / installations
 - b) Assist OIL to ensure implementation of HSE and GRIHA with respect to housekeeping, disposal of waste etc. as required.
- vii. Time Management:

- a) Monitor, review and adherence to the program schedule submitted by Works Contractor.
- b) Engage with agencies of various packages about the appropriateness of OIL's project schedule and to provide the further work implementation schedule of the concerned packages in alignment with the overall Master Project Schedule.
- c) Monitor delivery schedule of concerned agencies to ensure timelines related to building and utilities.
- d) Establish communication system for timely report-back on Specifications, Time, Cost and Quality
- e) Report back to the Client about any slippage / pending / delayed activities in a timely manner.

viii. Reporting:

- a) Provide daily, weekly & monthly reports to OIL in a pre-agreed format

ix. Cost Control and Management:

- a) Certify quantities of all items supplied / work done at the site by various Contractors as per the running bills raised by them
- b) Check and validate Contractors' / Suppliers' claims for extra items
- c) Ensure that Measurement Book is maintained by the Contractor and validate & certify the same at site.
- d) Approval of drawings pertaining to deviation with proper justifications and cost out go associated with the same.

2.3 Post Construction Stage (Project Completion / Close Out): Consequent upon the successful completion of the project the PMC shall be responsible for the following:

- a) Final bill certification of vendors and reconciliation
- b) Ensure proper Testing and commissioning of systems - SAT (Building and Utilities)
- c) Ensure proper handing over of the building units with all punch points/checklist.
- d) Checking As-built drawings at site as provided by Architect in both editable soft and hard copies, also checking the handing over documents (like all QC, test certificates, guarantee / warranty certificates, test report related to properties of building materials / system, manufacturer manuals etc.), review the same and forward to OIL.
- e) Project Closeout Report incorporating the following:
 - " Project brief
 - " Chronology of Approvals
 - " PMC Head Office & Site Office Organogram
 - " Names of PMC Personnel working for the project along with all contact details.
 - " WBS element wise "S" Curve and Overall physical progress curve
 - " List of key milestones and date of actual achievement.
 - " List of POs/ WO's including vendors / contractors name and contact detail.
 - " As built but not limited to the following as required GRIHA norm (minimum

3 Star rating):

- a) quantification Total materials used
- b) Total top soil stacked

- c) Total top soil reused
- d) Total earth excavated
- e) Total waste reused
- f) Total water used
- g) Total electricity consumed, and
- h) Total diesel consumed.

" Hindrance Record Register: Detail Report on problems faced during the project execution and mitigation measures taken.

" Submission of all evaluation sheets of performance for all vendors and contracts in line with established procedures on whom orders were placed.

" Construction Photographs and videos with time stamp.

2.4 Time Schedule of PMC:

The PMC shall ensure that the "Construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building" shall be completed within the stipulated time frame. All efforts should be made to meet all the intermediate schedule and milestones.

PMC shall ensure that no delay on account of any reasons on the part of the PMC / Contractors engaged for work. PMC shall ensure implementation of makeup plan based on updated project schedule (inputs of the Architect) for achieving the scheduled completion. PMC is required to plan and put manpower and resources accordingly.

PMC is required to work simultaneously on various works packages and accordingly, make all out efforts to complete the project on or before the time schedule.

The time frame for the completion of the Project is scheduled as 36 months from date of issue of Work Order to the construction Contractor. PMC is required to provide their services till the closure of the project.

2.5 Exclusions:

- a) Liaison with statutory authorities.
- b) Security management of all materials at site procured by contractor.
- c) Any services post moving stage and during defect liability period.

2.6 Addition, Reduction in scope :

- (i) Change in drawings / documents if required due to site conditions is to be intimated to Architect Consultant without any delay.
- (ii) Re-working , if any, shall be done without any extra cost to OIL.

2.7 Other Conditions:

- (i) PMC shall perform the work under this CONTRACT with diligence and conforming to the best national /international practices available.
- (ii) PMC shall perform their obligations conforming to rules, regulations and procedures prescribed by law/Statutes.
- (iii) PMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (iv) PMC should intimate in advance any OIL's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- (v) PMC shall provide all necessary documents in time to the contractor for commencing and proceeding with the work as per agreed schedule.

SUB-SECTION - 3**Annexure-A**

Specific Conditions of Contract relating to Environmental Clearance & "GRIHA Rating of Integrated Habitat Assessment (GRIHA Rating System" Which are to be complied by the Construction Contractor(s) for the Project and the Role of the PMC will be to ensure implementation of the same at site)-

Environmental Clearance

The following provision for the Environmental clearance will have to be adhering to during execution of the project.

- i. All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- ii. A first Aid room will be provided in the project both during construction and operation of the project.
- iii. Adequate drinking water and sanitary facilities should be provided for construction workers at the site. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- iv. Provision should be made for the supply of fuel (kerosene or cooking gas); utensils such as pressure cookers etc. to the labourers during construction phase.
- v. All the labourers to be engaged for construction should be screened for health and adequately treated before engaging them to work at the site.
- vi. All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- vii. Disposal of muck during construction phase should be not create any adverse effect on the neighbouring communities and be disposed taking the necessary precaution for general HSE and healthy aspects of people, only in approved sites with the approval of competent authority.
- viii. Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such materials must be secured so that they should not leach into the ground water.
- ix. The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to E (P) Rules prescribed for air and noise emission standards.
- x. Vehicles hired for bringing construction materials to the site should be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.

- xi. Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase.
- xii. Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September, 1999 and amended as on August, 2003.
- xiii. Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
- xiv. Adequate measures to reduce air and noise pollution during construction keeping in mind CPCB norms on noise limits.
- xv. Provisions should be made for housing of construction labour at appropriate locations on the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structure to be removed after the completion of the project.
- xvi. Proper erosion and sedimentation control plan at site.
- xvii. Top soil preservation, wheel washing/gravel pit facility, Sedimentation basin during construction to be proposed

Griha Rating of Integrated Habitat Assessment (GRIHA)

The building is proposed to be registered for obtaining GRIHA Rating from GRIHA Secretariat under MNRE scheme. The contractor is required to execute the work in a befitting manner to obtain the GRIHA rating.

- 1. Special conditions for GRIHA rating:-
 - a) The contractor shall prepare scheme for the approval of Engineer-in-charge for obtaining GRIHA rating in the criteria relevant to the execution of work.
 - b) The contractor shall plan and execute the work in a manner to preserve and protect the landscape during construction and shall arrange the materials/equipment and follow the procedure as per criterion 2 of the GRIHA rating as applicable.
 - c) The contractor shall appoint/engage consultant/ consultancies to provide technical guidance and supervise the work for obtaining GRIHA rating pertaining to the criterion related to the execution of work.
 - d) The contractor shall preserve the top soil layer for supporting vegetative growth.
 - e) The contractor shall comply with NBC norms on construction HSE, health and sanitation as per criterion 8.

- f) The construction activity shall be done in a befitting manner and the contractor shall adopt measures to prevent air pollution at site in compliance with criterion 9 of GRIHA rating as applicable.
- g) The contractor shall comply with all the instructions and schemes for execution of green building.
- h) The contractor shall provide sedimentation basin & wheel washing facility at site during execution of project.
- i) Noting shall be paid extra for fulfilment of all these conditions except (d) of 44.1 for which joint measurements shall be taken at site and work done shall be paid on the basis of rates worked out on the terms of the agreement.

2. Pre-construction Stage

a. Construction Vehicles, Equipment and Machinery

" All vehicles, equipment and machinery to be procured for construction will conform to the relevant Bureau of India Standard (BIS) norms.

" Emission from the vehicles must conform to environmental norms.

" Dust produced from the vehicular movement and other site activities can be mitigated by sprinkling of water.

" Noise limits for construction equipment will not exceed 75 dB(A), measured at one meter from the edge of the equipment in free area, as specified in the Environment Protection Act, 1986, schedule VI part E, as amended on 19th May, 1993. The maximum noise levels near the construction site should be limited to 65 dB (A) Leq (5 min) in project area.

3. Construction Stage

a) Construction Wastes Disposal

" The pre-identified dump locations will be a part of solid waste management plan to be prepared by the Contractor in consultation with Engineer-in-charge.

" Contractor will get approved the location of disposal site prior to commencement of the excavation on any section of the project location.

" Contractor will ensure that any spoils of material will not be disposed off in any municipality solid waste collection bins.

b) Procurement of Construction Materials

" All vehicles delivering construction materials to the site will be covered to avoid spillage of materials and maintain cleanliness of the roads.

" Wheel Types of all vehicles used by of the contractor, or any of his subcontractor or materials supplies will be cleaned and washed clear of all dust/mud before leaving the project premises.

" Contractor will arrange for regular water sprinkling at least twice a day (i.e. morning and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.

c) Pollution

i. Water Pollution

" The Contractor will take all precautionary measures to prevent the wastewater during construction to accumulate anywhere.

" The wastewater arising from the project is to be disposed off in the manner that is acceptable to the Engineer-in-charge.

ii. Air and Noise Pollution

" Contractor will use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.

" Contractor will ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.

" For controlling the noise from Vehicles, Plants and Equipment, the Contractor will confirm the following:

i. All vehicles and equipment used in construction will be fitted with exhaust silencers.

ii. Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.

iii. Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 dB(A).

iv. As per the standards/guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Set (15-500 KVA) should be less than $94 + 10 \log_{10} (\text{KVA})$. The standards also suggest construction of acoustic enclosure around the DG Set and provision of proper exhaust muffler with insertion loss of minimum 25 dB(A) as mandatory.

4. The following provisions shall be maintained by the contractor at site:-

4.1 Provide minimum level of sanitation/HSE facilities for construction workers to ensure the health and HSE of the workers during construction, with effective provisions for the basic facilities such as sanitation, drinking water and HSE equipments or machinery.

i. All the workers should be wearing helmet and shoes all the time on site.

ii. Masks and gloves should be worn whenever and wherever required.

iii. Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.

iv. Full time workers residing on site should be provided with clean and adequate temporary hutment. Crèche/Day-care facility should be provided to young children of labourers residing on site. First aid facility should also be provided.

v. Overhead lifting of heavy materials should be avoided. Barrow wheel and hand-lift boxes should be used to transport materials onsite. Tobacco and cigarette smoking should be prohibited onsite.

vi. All dangerous parts of machinery are well guarded and all precautions for working on machinery are taken.

- vii. Maintain hoists and lifts, lifting machines, chains, ropes and other lifting tackles in good condition.
- viii. Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- ix. Ensure that walking surfaces or boards at height are of sound construction and are provided with HSE rails and belts. Provide protective equipment such as helmets.
- x. Provide measure to prevent fire. Fire extinguisher and buckets of sand to be provided in fire-prone area and elsewhere.
- xi. Provide sufficient and suitable light for working during night.
- xii. Ensure that measures to protect workers from materials of construction, transportation, storage and other dangers and health hazards are taken.
- xiii. Ensure that the construction firm/division/company have sound HSE policies.
- xiv. Comply with the HSE procedure, norms and guidelines (as applicable) as outlined in NBC 2005 (BIS 2005c).
- xv. Adopt additional best practices and prescribed norms as in NBC 2005 (BIS 2005).

4.2 Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10-20%. Limit vehicular speed on site 10km/h.

4.3 All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.

4.4 Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.

4.5 Ensure on:

- i. Any dusty material.
- ii. Areas where demolition work is carried out. Any Unpaved main road and.
- iii. Areas where excavation or earth moving activities are to be carried out.

4.6 The contractor shall ensure the following:

- i. Cover and enclose the site by providing dust screen, sheeting or netting to scaffold along the perimeter of a building.
- ii. Covering stockpiles of dusty material with impervious sheeting.
- iii. Covering dusty load on vehicles by impervious sheeting before they leave the site.

- iv. Transferring, handling/storing dry loose materials like bulk cement and dry pulverized fly ash inside a totally enclosed system.
- v. Spills of dirt or dusty materials will be cleaned up promptly so that the spilled material does not become a source of fugitive dust and also to prevent seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.
- vi. Clear vegetation only from areas where work will start right away.
- vii. Vegetate/mulch areas where vehicles do not ply.
- viii. Apply gravel/landscaping rock to the areas where mulching/paving is impractical

4.7 Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).

4.8 Provide hoardings of not less than 3m height along the site boundary, next to a road or other public area.

4.9 The contractor will provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on- site should be made available for the inspection and approval of the Engineer-in- Charge to ensure that these are suitable for the project.

4.10 Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. The inert waste is to be disposed off to Municipal Corporation/local bodies dump yard and landfill sites. Preserve and protect landscape during construction Following provisions shall be made at site by the contractor to preserve and protect landscape.

4.11 Nothing shall be paid on this account unless specifically provided for in the BOQ. To preserve the existing landscape and protect it from degradation during the process of construction. Select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater. The construction management plan including soil erosion control management plan shall be prepared accordingly for each month and got approved from the Engineer In- Charge. The application of erosion control measures includes construction of gravel pits and tyre washing bays of approved size and specification for all vehicular site entry/ exits, protection of slopes greater than 10%. Sedimentation Collection System and run-off diversion systems shall be in place before the commencement of construction activity. Preserve and protect the existing vegetation by not-disturbing or damaging to specified site areas during construction. The trees that are identified to be retained on site are protected during the construction period using the following measures:

- i. The damage to roots is prevented during trenching, placing backfill, driving or parking heavy equipment. The dumping of trash, oil, paint and other material is detrimental to plant health.
- ii. These activities should be restricted to the areas outside of the canopy of

the trees.

- iii. The trees are not used for support; their trunks should not be damaged by cutting and carving by nailing posters and advertisements or in any other way.
- iv. The lighting of fires or carrying out heat or gas emitting construction activity within the ground covered by canopy of the trees is not permitted. The young trees of saplings identified for preservation within the construction site must be protected using tree guards of approve specification.
- v) The grades of soil should be maintained around existing vegetation. Unless specifically directed by the Architect/Engineer -in - Charge.
- v. Maintenance activities should be performed, as and when needed, to ensure that vegetation remain healthy.

4.12 Staging is dividing a construction area into two or more sections to minimize the area of soil that will be exposed at any given time. Staging should be done to separate undisturbed land from land disturbed by construction activity and material storage. A CAD plan to be submitted indentifying the areas of sites, which shall be disturbed for the construction activity and apart from these other areas on site should not be disturbed. Measures should be followed for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels and perimeter dike/swale should be constructed to carry the pollutant laden water directly to the treatment device or facility (municipal sewer line). The plan should indicate how the above was accomplished on site well in advance of the commencement of the construction activity.

- i. The Contractor should follow the construction plan as proposed by the architect/landscape consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site. Protect top soil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc.
- ii. Spill prevention and control plans should clearly state measures to stop the source of the spill. Measures to contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills.
- iii. Hazardous wastes include pesticides, paints, cleaners and petroleum products.

4.13 A soil Erosion and Sedimentation Control Plan (ESCP) should be prepared prior to construction and should be applied effectively. Measures for prevention of top soil are given below:

- i. Top Soil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas and external services. It should be stockpiled to a maximum height of 40 cm in designated areas and reapplied during plantation of the proposed vegetation. The top soil should be separated from the sub soil debris and stones larger than 50 mm in diameter. The stored top soil may be used as finished grade for planting areas post construction or cordoned off undisturbed areas on site. Stockpiled top soil should not be compacted to help process of aeration. It should be stabilized on the top by temporary seeding or plastic sheets to avoid wind and water erosion.

ii. Sedimentation basin, a temporary dam or basin at the lowest convenient point of the site should be constructed for collecting, trapping and storing sediment produced by the construction activities. A flow detention facility must also be constructed for reducing peak run-off rates. This would also allow most of the sediments to settle before the run-off is directed towards the outfall.

iii. Contour trenching is to be provided which an earth embankment or ridge-and-channel arrangement constructed parallel to the contours, along the face of the slope, at regular intervals on the lengths and slopes greater than 10% (1:10). They are used for reducing runoff velocity, increasing the distance of overland run-off flow. They are also used to hold moisture and minimize sediment loading of surface runoff.

4.14 Prepare the list of trees to be felled with reference to the tree survey, Compensate the loss of vegetation (trees) due to the construction activity by compensatory plantation. Replant same native and/or non-invasive species, which existed on the site before elimination, in the proportion of 1:3 (as per the suggestion of the landscape consultant).

4.15 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

4.16 The contractor shall ensure that no constructions leach (Ex: cement slurry) is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).

4.17 All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL LED bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.

4.18 All paints, adhesives and sealants should comply with the VOC limits prescribed by GRIHA, as follows:

Table 1- VOC limits for paints, adhesives and sealants

Paints VOC limit (g/l)
Non-flat paints 150
Flat (Mat) paints 50
Anti-corrosive/anti-rust paints 250
Varnish 350
Adhesives VOC limit (g/l)
Wood flooring Adhesive 100
Tile adhesives 65
Indoor carpet adhesives 50
Wood 30

4.19 All the building materials and systems used on site must be as per the specifications and approved makes by the consultants.

4.20 All required certificates explaining the properties of the building material/system needs to be obtained from the manufacturer/vendor as required by the green building rating authority.

i. The final certificates would be produced after the approval of green building consultant with necessary due diligence.

ii. The purchase orders of all the materials made with the manufacturers/authorized vendors should be maintained and shall be provided for the process with due diligence upon request.

4.21 Water saving measures as suggested by the consultants need to be followed on site.

4.22 Any other site management measures suggested by the green building consultant shall be followed on site.

4.23 The contractor shall submit to the Engineer-in-Charge after construction of the buildings, a detailed as built quantification of the following:

- i. Total materials used,
- ii. Total top soil stacked and total reused,
- iii. Total earth excavated,
- iv. Total waste generated,
- v. Total waste reused,
- vi. Total water used,
- vii. Total electricity consumed, and
- viii. Total diesel consumed.

4.24 The contractor shall submit to the Engineer-in-Charge, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.

4.25 Evidence for the implementation of the all the above required measures shall be provided to the green building consultant in the form of photographs and templates (as provided) which is required for the submission to the green building rating authority (GRIHA).

Annexure-B

HSE Points: The following Health HSE & Environment(HSE) points to be complied by the Construction Contractor(s) for the Project and the Role of the PMC will be to ensure implementation of the same at site)-

1. Contractor to align the HSE management system in line with OIL's HSE management system. All applicable rules, regulations, standards and guidelines are to be followed. To comply with all applicable HSE, health and environment standards, rules, regulations and orders issued by competent authority pertaining to the assigned activities.

2. Contractor to ensure that workforce deployed is adequately qualified, trained and in state of health to commensurate with the requirements of the job.

3. Contractor supervisors & workers need to be trained as per the applicable statutory requirement / standards and guideline. No person should be employed in any work at a workplace unless that person has received the necessary information, instruction and training so as to be able to do the work competently and safely. The documentation of such training imparted to all its employees should be maintained and produced for verification as required.
4. All contractor workers must undergo the medical examination and submit fitness certificate prior to commencement of work in the installations. The documentation of such medical examination carried out should be maintained and produced for verification as required.
5. All necessary Personal Protective Equipment (PPE) are to be provided by the contractor to its worker as per OIL's requirement.
6. Contractor to ensure that all Tools, Tackles and Machinery being used are properly tested as per Act (and record to be maintained) and are in sound working conditions.
7. Contractor shall arrange for workmen compensation insurance, third party liability insurance, registration under ESI, PF act, Building & Construction Workers Regulation etc. as applicable.
8. Any compensation arising out of the job carried out by the Contractor whether related to pollution, HSE or Health will be paid by the contractor only

SUB-SECTION – 4

PMC MANPOWER

1.0 PMC shall deploy required number of qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspection engineers and other specialists of appropriate levels to ensure:

- " Quality at all stages and aspects as per requirement of codes, standards, specifications and best national / international practices
- " Timely & expeditious completion of the project
- " Economize project expenses.
- " Having capabilities for making BOQ in conscience with GRIHA compliance material/ items.
- " Having experience in execution of project as per GRIHA norms for achieving star GRIHA rating.

2.0 PMC shall submit the following for approval of OIL after award of LOA

- " Organogram at Project HO & Site
- " Manning schedule

3.0 The Resident Construction Manager (RCM) has to be engaged for the entire duration of this project.

4.0 The PMC shall mandatory submit the following

a) Along with the bid document: Bio-Data with qualification and experience in key areas for all the incumbents. These key personnel shall be on permanent Payroll of the company since last 3 (Three years).

All documents submitted by the Bidder in support of the above shall be notarized.

b) Prior to Issue of LOA to Works contractor: Bio-Data with qualification and experience for all personnel under Resident Construction Manager shall be submitted to OIL for review and approval prior to their deployment.

5.0 The PMC shall be required to depute qualified and experienced manpower for the execution of the project. PMC shall ensure that the complete manpower whose names have been proposed to be engaged for the project execution is not changed during project execution. In case of any change in deployment, the PMC shall submit bio data of the substitute manpower proposed and take OIL's approval. The various categories of manpower with Qualification and experience required to be engaged for the project are detailed as under:

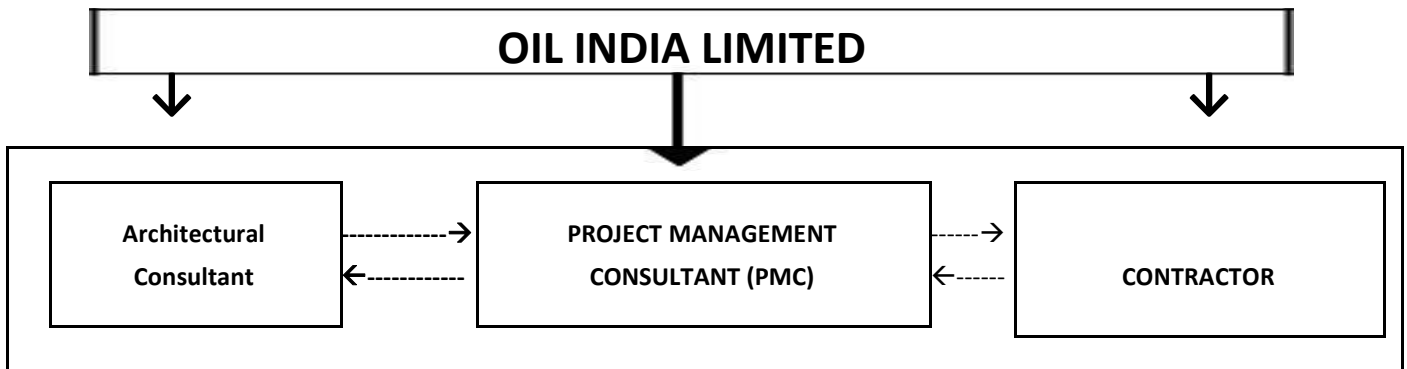
Qualification and Experience

Sl. No	Type	Qualification & Knowledge	Experience
1.	Resident Construction Manager (RCM) cum Team Leader	Degree in Civil Engineering. Knowledge of Structural Design, Project Management, Contracts Management, Codes and Standards pertaining to construction of multi-storied, framed building / Green Building /Smart Building compliance in concurrence to the NBC / GRIHA / IEC /CPWD specifications Guidelines.	Overall Experience: There shall be a professionally qualified Resident Construction Manager (RCM) cum Team Leader with Civil Engineering Degree qualification and background to lead the Project Team. RCM must have experience of at least 15 years in the field of Project execution and overall Project Management. He must be well versed with all aspects of, including but not limited to, construction of centrally air-conditioned, multi-storied, framed building / Green Building /Smart Building with BMS for Commercial / Office / Hotel/ Shopping Mall / Hospital / Institute / IT Park/ Software Park / Airport/ Terminal, knowledge of different field proven technologies and supervision of all kind of activities related to the construction of complete project

			and commissioning. He shall have the ability and authority required for performance of the consultant's job. He shall liaise with OIL's representative for the proper co-ordination and timely completion of the job.
2.	Senior Civil cum QA/ QC Engineer	Degree in Civil Engineering Knowledge of Structural Design, Planning, Scheduling, Contract management for projects related to construction of multi-storied, framed building / Green Building /Smart Building according to Government Guidelines. Knowledge of codes standards, HSE aspects considered for construction of multi-storied, framed building, Green Building ,Smart Building, HVAC, Sanitary & Plumbing, Lift etc. in concurrence to the NBC / GRIHA / IEC /CPWD specifications Guidelines.	Overall Experience: At least 7 years of experience in executing multi-storied, framed building / Green Building /Smart Building for Commercial / Office. Mandatory Experience: Out of the 7 years of experience, at least 5 years of experience shall be in execution of Multistoried building projects.
3.	Sr. HSE Officer / Engineer	Degree in Engineering in any Discipline including Degree in Fire & HSE. Knowledge of standards, Acts & Regulations, Best practices in HSE and HSE aspects considered for construction of	Overall Experience: At least 7 years of experience in HSE and Fire HSE in Construction Industry(Experience of at least one(01) year in implementation Project GRIHA Building) .

		multistoried building, Green Building aspects in GRIHA Rating System.	
4	Senior Engineer Electrical/Instrumentation /IT	Degree in Engineering in Electrical / Electronics/ IT/ Instrumentation. Knowledge of electrification of multistoried building, Building Management System, Networking, HVAC, Acoustic compliance in concurrence to the NBC / GRIHA / IEC /CPWD specifications Guidelines	Overall Experience: At least 7 years of experience in electrification of multistoried building, Building Management System, Networking.
5.	Site Engineer (Civil),	Degree or Diploma in Civil Engineering Discipline Knowledge of codes standards, HSE aspects considered for construction of multi-storied, framed building, Green Building ,Smart Building, HVAC, Electrification, Sanitary & Plumbing, Lift etc compliance in concurrence to the NBC / GRIHA / IEC /CPWD specifications Guidelines.	Overall Experience: At least 5 years of experience in projects related to construction of multi-storied, framed building / Green Building /Smart Building according to NBC/GRIHA/IEC/CPWD & Government Guidelines .
6.	Site Engineer (Electrical / HVAC / IT as per requirement)	Degree or Diploma in Electrical / Electronics/ IT/ Instrumentation Engineering. Knowledge of electrification of multistoried building, Building Management System, Networking, HVAC, Acoustic	Overall Experience: At least 5 years of experience in electrification of multistoried building, Building Management System, Networking. Mandatory Experience: Electrical personnel (domain expert) engaged at site shall have Electrical supervisor's Certificate of Competency issued/vetted/recognized by State

		compliance in concurrence to the NBC / GRIHA / IEC /CPWD specifications Guidelines	Electricity Board, Assam or Equivalent State Board
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6.0 MODEL STRUCTURE FOR PMC INTERFACE:**7.0**

- (i) The RCM shall be required to be deployed from the date of award of LOA to Works contractor till closure of the construction contracts. PMC shall ensure optimum utilization of the deployed manpower such that no person is idle. In order to expedite progress, within same scope of work, PMC may be required to augment with more manpower without any additional financial implications to OIL. PMC's deployment of manpower shall be reviewed during Quarterly Project Progress Meeting.
- (ii) Substituting of PMC personnel (if any) with other PMC personnel will be done with either same level & experience or higher level & experience.
- (iii) Recoveries: Recoveries on account of non-availability of the Construction Manpower (including RCM), as per clause 7.0 of Sub-Section 3 of Section III, for cumulative absence of more than 10 days in a calendar year, would be as mentioned in the following table.

Sl. No	Manpower Category	Recovery per day / person
1	Resident Construction Manager	Rs.7,500 /-
2	Sr. Civil cum QA/ QC Engineer	Rs.4,200 /-
3	Sr. HSE Officer / Engineer	Rs. 4,200 /-
4	Sr. Electrical/Instrumentation/IT	Rs. 4,200 /-
5	Site Engineer(Civil/Electrical/ HVAC / IT	Rs.3,600 /-

These recoveries shall be in addition to any other recoveries/penalty as per GCC.

SUB-SECTION - 5

HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

It is OIL's objective and policy to ensure that potential health, safety and environmental effects are assessed for all products, project activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to completion in order to determine any shortcomings or noncompliance. PMC shall provide statements and manuals / procedures for HSE requirements along with the tender document for compliance.

The specific requirement includes the following:

1.0 Health, Site Safety and Environment:

PMC shall be responsible, on behalf of OIL for ensuring a high standard of occupational health, environment and site HSE management and for ensuring the requirements for health, HSE and environment to be maintained by contractors, subcontractors and other personnel working at site. PMC shall ensure compliance of the HSE requirement by the contractors.

The purpose of these HSE requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel and/or damage or destruction to property, equipment, environment and material of contractors, subcontractors or PMC, OIL or third parties. The requirements shall be intended to supplement any Statutory Authority/State/Municipal/local or other regulations applicable to the site, which PMC shall be obliged to enforce on behalf of OIL. PMC shall agree with OIL's representative at site for any variation in these requirements. PMC shall monitor reports and ensure that the above requirements are fully adhered.

2.0 Site HSE Organization :

PMC is to appoint a HSE Officer / Engineer, whose responsibility is to monitor all HSE activities on the job and report the findings. The HSE Officer / Engineer shall make HSE inspections of the job site. The inspections should be made jointly with the HSE officer / In-charge of the contractors responsible for ongoing work in the areas to be inspected. Any violations or poor HSE practices identified by these inspections shall be promptly corrected. HSE requirements shall be enforced on all the contractors and subcontractors.

3.0 Site HSE Planning :

Prior to award of construction contracts or start of site work, PMC shall plan job HSE requirement in conjunction with contractors giving due consideration to:

- (i) OIL's / PMC's HSE requirements
- (ii) Statutory requirements
- (iii) Risks/Hazards involved in working with multistoried building.
- (iv) Location of job site(s)
- (v) Type, background and quality of labour resources and anticipated training programs

- (vi) Nature of work, types of hazards anticipated and hazard prevention methods
- (vii) Inspection & testing activities, implementation and ensure compliance to work permit system.
- (viii) Equipment and material to be used.
- (ix) The number of personnel working concurrently in any area at the same time.
- (x) Personal protective equipment (PPE) requirements. PMC shall ensure that contractors ensure availability and usage of PPE during work execution.

4.0 Site HSE Manual:

Prior to start of work at each job site, PMC shall ensure publication and distribution of HSE manual, HSE bulletin, Dos & Don'ts about HSE through site contractor to cover HSE activities. The manual shall be published in English, Hindi and local language. PMC shall suggest and ensure installation of HSE board at appropriate places at site. The matter for HSE slogans for display shall also be suggested by PMC.

The contents of the HSE manual shall include, as a minimum the following:

- (i) OIL's & PMC's HSE organization, philosophy and responsibilities.
- (ii) OIL's & PMC's HSE requirement
- (iii) The general HSE rules applicable to the job site
- (iv) HSE precautions and HSE measures which are required when working with Building Project.
- (v) The requirements and availability personal equipment for specific activities at job site.
- (vi) Traffic regulations at the work sites
- (vii) Requirements and standards for use of scaffolding/ladders
- (viii) HSE precautions and HSE measures which are required when working in Height, trench, foundation and footings.
- (ix) Requirements for grounding electrical equipment and tools
- (x) Type, availability and responsibility for use of fire-fighting equipment;
- (xi) Work permit procedures
- (xii) Procedures to be followed when an accident, injury or fire occurs;
- (xiii) Procedure to be followed by entire contractor's organization should major accident occur;
- (xiv) Control access to site.

5.0 Preparation of Emergency Action Plan:

The PMC shall prepare the Emergency Action Plan for Site by integrating with OIL's existing Disaster Management Plan in-line with the requirements of statutory authorities and other HSE norms. The same shall be handed over to OIL for approval and subsequent circulation.

6.0 HSE Activities :

PMC shall ensure that contractors / subcontractors carry out their activities in accordance with the HSE plan throughout the course of the construction of the project to inculcate and maintain HSE awareness among their employees. Each

employee, prior to beginning work, shall be given a HSE orientation course. PMC shall be responsible for arranging and providing such trainings and ensuring consistency of knowledge and understanding across all work groups. All personnel must be fully aware of the potential hazards involved in the work they supervise and the safe practices to be followed while working on Building Project. PMC will be responsible for execution of works by following all HSE measures and ensure no deviation is taken in adopting HSE standards, at any stage during construction

7.0 Accident Reporting and Investigation:

Any accident or incident resulting in a lost time injury, death of person, or damage to property or equipment is to be investigated by PMC. Every incident shall be documented properly after the incident including the results of investigation and recommendations for preventive action. PMC shall also ensure that all necessary publicity is given at site, to ensure that such incidents do not occur in future. This investigation and report shall not preclude any similar investigations and reports required by government regulation.

PMC shall maintain HSE performance and accident statistics records for the whole site in conformance to the applicable HSE standards. Updated HSE performance and accident statistics shall be included in PMC's every monthly report.

8.0 In case of any controversy between SCC and GCC, SCC will prevail.

PART-IV -PAYMENT TERMS**Payment:****PAYMENT TERMS FOR PROJECT MANAGEMENT CONSULTANCY****1.0 Terms and Mode of Payment**

The terms and mode of payment shall be as per details given below and as per the relevant clauses of GCC, ITB & SCC as applicable.

Payments shall be made based on Progress as per Payment Milestones, as per the % amount of lump sum value quoted by the PMC for item no 1 of SOR-1.

- i) In case any milestone is not applicable, or milestones are clubbed, Payment would be effected with suitable clubbing / substitution with the approval of Owner.
- ii) In case any milestone is not achieved, payment for the same shall not be made.

PAYMENT MILESTONES

Sl.	Description	% Payment	% Cumulative Payment
A	Pre-Construction Stage: Project Planning & Scheduling	10.0	
1	Analysis and cross checking of Work Breakdown Structures (WBS) submitted by Architect and submit work implementation schedule of various packages in alignment with overall Master Project Schedule provided by the Architect.	0.50	0.50
2	Submission & acceptance of Final delivery schedule related to procurement building materials and utilities.	0.50	1.00
3	Submission of site clearance related plan / detail layout drawings required for GRIHA implementation, QA/QC, action plan for implementation of HSE Plan, Contractor Labour camp, Sanitation & Drinking water facilities, Site lab, Storage Go-down, Waste Disposal, Site First-Aid Facilities, etc. (List is indicative not exhaustive).	1.00	2.00
4.	Scrutiny drawings , specifications and estimates prepared by Architect with refinement of BOQ/ Cost Estimate and submission of any changes if required of all packages.	5.00	7.00
5	Submission & acceptance of Final project plans and schedule with WBS structure recommend the infrastructure/Training & Office Equipment/Furniture, Computer etc. with specifications as required.	1.00	8.00

6	Finalization and Submission of List of Milestones for Monitoring and establish communication procedures in concurrence with OIL	0.50	8.50
7	Submission & acceptance of Final Organogram for Project Office & Construction site along with deployment of manpower.	0.50	9.00
8	Submission and Acceptance of detail work packaging and Project Monitoring strategy	1.00	10.00
B	Tendering	2.00	
9	Prepare and submit the vendor qualification procedure for pre-qualifying the vendors of various materials/packages outsourced by main contractor based on guidelines of OIL.	0.50	10.50
10	Checking, Submission and Acceptance of Tender Document.	0.50	11.00
11	Finalization of draft LOA and Award of work, Contract document, all detail specifications.	1.00	12.00
C	Construction Stage :	74.00	
1	Compliance / Commissioning of facilities mentioned in A-3 above by Building Contractor.	1.23	13.23
2	Completion of excavation of foundation, pile work, placing of reinforcement & raft & footings	10.68	23.91
3	Completion of Basement roof: RCC column, slab with reinforcement	3.38	27.29
4	Completion of Ground & First floor Roof: RCC column, slab with reinforcement	4.80	32.09
5	Completion of Second & Third floor Roof: RCC column, slab with reinforcement	3.86	35.95
6	Completion of Fourth & Fifth floor Roof: RCC column, slab with reinforcement	3.86	39.81
7	Terrace: completion of Machine Room, Mumty, Overhead Tank(OT), Parapet wall & terracing	0.54	40.35
8	Completion of Brick Work & Plastering of basement, Ground Floor & First Floor.	4.55	44.90
9	Completion of Brick Work & Plastering of 2nd, 3rd & 4th Floor	3.23	48.13
10	Completion of Brick Work & Plastering of 5th floor, Terrace & External Plaster	2.29	50.42
11	FLOORING / PARTITIONS / CEILING - G.F.: Completion of Flooring Partitions / Paneling / Ceiling HVAC & BMS (Low side)	3.61	54.03

	Electrical work up to wiring Plumbing work up to wiring Fire-fighting work		
12	FLOORING / PARTITIONS / CEILING - F.F.: Completion of Flooring Partitions / Paneling / Ceiling HVAC & BMS (Low side) Electrical work up to wiring Plumbing work up to wiring Fire-fighting work	1.85	55.88
13	FLOORING / PARTITIONS / CEILING – 2nd Floor: Completion of Flooring Partitions / Paneling / Ceiling HVAC & BMS (Low side) Electrical work up to wiring Plumbing work up to wiring Fire-fighting work	1.85	57.73
14	FLOORING / PARTITIONS / CEILING – 3rd Floor: Completion of Flooring Partitions / Paneling / Ceiling HVAC & BMS (Low side) Electrical work up to wiring Plumbing work up to wiring Fire-fighting work	2.42	60.15
15	FLOORING / PARTITIONS / CEILING – 4th Floor: Completion of Flooring Partitions / Paneling / Ceiling HVAC & BMS (Low side) Electrical work up to wiring Plumbing work up to wiring Fire-fighting work	2.42	62.57
16	FLOORING / PARTITIONS / CEILING – 5th Floor: Completion of Flooring Partitions / Paneling / Ceiling HVAC & BMS (Low side) Electrical work up to wiring Plumbing work up to wiring Fire-fighting work	2.42	64.99
17	AUDITORIUM FINISHING: Completion of Flooring Paneling / Acoustic Ceiling Electrical work up to wiring Plumbing work up to wiring Fire-fighting work	1.34	66.33

18	EXTERNAL DEVELOPMENT / BASEMENT FINISHING: Completion of Basement Flooring Basement Electrical Work Basement F.F. Basement Finishing Hard Land Scape Soft Land Scape External Lighting PHE Work	2.68	69.01
19	COMPLETION OF INSTALLATION PUMPING SYSTEM	0.56	69.57
20	COMPLETION OF INSTALLATION SUB-STATION	2.48	72.05
21	COMPLETION OF INSTALLATION HVAC HIGH SIDE	2.67	74.72
22	COMPLETION OF INSTALLATION LIFT / PV PANELS	1.15	75.87
23	COMPLETION OF FINAL FINISHING (i/c. Furniture)	6.11	81.98
24	Re-habilitation as per GRIHA Norms	4.02	86.00
D	Project-Close out	14.00	
1	Complete successful implementation of HVAC system including all compliances and handing over to OIL.	3.0	89.00
2	Complete successful installation and completion of BMS system including FAT & SAT compliance and handing over to OIL..	3.0	92.00
3	Project Closeout and submission of project Closure Report and all other documentations as required and as detailed in Para-2.3 of Section-III	8.0	100.00
Total		100.00	

PART V

MATERIALS & EQUIPMENT

**OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM**

SCHEDULE OF COMPANY'S PLANTS, MATERIALS& EQUIPMENT

- 1.0 The following Company's materials will be issued to the contractor for use in the execution of works.
- (a) Materials : **NIL**
 - (b) Plants and equipment: **NIL**

PART-VI

OWNER'S DRAWINGS AND DATA

**OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM**

NIL

PART VII – SAFETY MEASURES

**TO,
GM-CONTRACTS
OIL INDIA LIMITED
Guwahati-781171**

SUB: SAFETY MEASURES

Description of work/service: Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF BIDDER

SECTION-VIII- INTEGRITY PACT

INTEGRITY PACT

(APPLICABLE FOR THIS TENDER)

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as
"The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be

disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause

provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

PROFORMA - I

BID FORM

To
THE GENERAL MANAGER (CONTRACTS) PL
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sub: IFB No. : **CGI3411P20**

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of ____ (Price not to be indicated) ____ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2019.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA – II

LETTER OF AUTHORITY

To
THE GENERAL MANAGER (CONTRACTS) PL
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sir,

Sub: IFB No. **CGI3411P20**

We _____ confirm that Mr. _____
(Name and address) as authorized to represent us to Bid, negotiate and conclude
the agreement on our behalf with you against Invitation
No.: _____ for

**“Hiring of Services for Project Management Consultancy services for
construction of Centre of Excellence for Energy Studies (CoEES) and
Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ)
Township, Guwahati, Assam”.**

We confirm that we shall be bound by all and whatsoever our said representative
shall commit.

Yours Faithfully,

Signature: _____

Name : _____

Designation: _____

For & on behalf of: _____

Note: This letter of authority shall be printed on letter head of the Bidder and
shall be signed by a competent person to bind the Bidder.

PROFORMA - III

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

- 1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each PART of Bid Document in the following format:

PART No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids.

If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA- IV

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD
FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address :

FAX Number :

Bank Account Number:

(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

PROFORMA-V

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:

M/s. OIL INDIA LIMITED,
CONTRACTSSECTION,PHQ
GUWAHATI, ASSAM, INDIA, PIN -781171.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, GUWAHATI, Assam, India hereinafter called the Company's Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the
said Bank this ____ day of _____ 2019.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and
Address) Date:

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

PROFORMA-VI

FORM OF PERFORMANCE BANK GUARANTEE-Not applicable

(To be submitted by the successful bidder in case of award of contract)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS SECTION
PIPELINE DEPARTMENT, GUWAHATI
ASSAM, INDIA, PIN -781 171.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

<u>BANK DETAILS OF BENEFICIARY</u>		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	<u>Guwahati.branchhead@axisbank.com</u>

PROFORMA-VII

FORMAT FOR UNDERTAKING
(IN TERMS OF **TENDER NO. CGI3411P20**)
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
THE GENERAL MANAGER (CONTRACTS) PL
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO
CGI3411P20

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **CGI3411P20** for **“Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam.”**

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or

any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

PROFORMA-VIII

Format of Undertaking by Bidders towards submission of authentic information/documents

(To be typed on the letter head of the bidder)

To,
General Manager (Contracts)-PL
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent , OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

PROFORMA-IX

Proforma for Disclosure of Conflict of Interest.

(To be typed on the letter head of the bidder)

Date

Bid Document No.....

To,
The General Manager (Contracts) PL
Oil India Ltd
P.O. Udayan Vihar
Guwahati, Assam - 781 171

Sub: Tender No. CGI3411P20 for Hiring of Project Management Consultancy Services.

I/We _____ (Names authorized signatory (ies), on behalf of
M/s_____ do
hereby undertake that:

1. It is certified that our company or any of its Directors/ Partners/ Employees/ Affiliates do not have any ongoing or past contractual engagement for the last one year period preceding the Bid Closing Date of this Bid Document, with OIL's existing contractor for Architectural and Engineering Consultancy Services etc for this Project (M/s. Utpal Ghosh Associates).
2. Our company or any of its Directors/ Partners/ Employees/ Affiliates shall abstain from taking part, directly or indirectly, in any of the tenders invited (by OIL), for the construction project or for supply of goods/services related to the same project, in case our company is engaged captioned services.
3. The Director/ Partners/ Employees of our company shall refrain themselves from holding any position in any of the bidding company (ies) participating in the aforesaid type of tenders, or the successful bidding company (after award of the contract) and shall also refrain from entering into any business relationships or activities, which would result in a 'conflict of interest' with such company (ies) participating in the tender/awarded the contract.

(Authorised signatory)

Signature:.....

Name:.....

Designation:.....